



**RESIDENTIAL LEASE AGREEMENT**

ROC Property Management, Inc.  
 1215 Mt Read Blvd  
 Rochester, NY 14606

Phone: 585-507-7331- Leasing  
 Phone: 585-507-9700 x2 - Collections  
 Phone: 585-507-9700 x1 Maintenance

**Tenant Names**

Name: \_\_\_\_\_ DOB \_\_\_\_\_  
 Name: \_\_\_\_\_ DOB \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Occupant Names**

Name: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Name: \_\_\_\_\_

All occupants eighteen years and over :  
 Are subject to Tenant screening and must complete a separate rental application before moving in to the residence.  
 The words “we”, “us”, and “our” in this lease mean the owner.

The words “you” and “yours” in this Lease mean all Tenants listed above, and include any occupants listed above.

We agree to rent to you, and you agree to rent from us the apartment known as:

**Apartment Address:** \_\_\_\_\_ **Apt #** \_\_\_\_\_  
**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Including/Excluding (garage, storage area, etc):** \_\_\_\_\_

Lease Start Date: \_\_\_\_\_

Lease Term:  
 From: \_\_\_\_\_ to: \_\_\_\_\_  
 (unless terminated pursuant to lease)

**Payment Information/Charges**

Security Deposit: \$ \_\_\_\_\_  
 Pet Deposit (if applicable): \$ \_\_\_\_\_  
 Monthly Rent: \$ \_\_\_\_\_  
 Appliances: \$ \_\_\_\_\_  
 Water: \$ \_\_\_\_\_  
 Pro-rated Amount \$ \_\_\_\_\_  
 Amount received: \$ \_\_\_\_\_  
 Balance Due (prior to move-in): \$ \_\_\_\_\_

**A. Part A of this lease sets forth our obligations as Owner:**

**1. Utilities and Amenities:** We will provide and pay for the following in the Apartment:

- |                                  |                                      |                                       |
|----------------------------------|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Water   | <input type="checkbox"/> Electricity | <input type="checkbox"/> Lawn Care    |
| <input type="checkbox"/> Garbage | <input type="checkbox"/> Gas         | <input type="checkbox"/> Snow Removal |

\* All those not checked above are the responsibility of the tenant. If care is not taken to ensure the above are maintained by you, a fee will be added as additional rent.

**2. Entering the Apartment:** We may enter your apartment in order to make repairs or inspect or to show the apartment to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workers, or contractors. We do respect your privacy and will notify you at least 24 hours before entering your apartment, except in cases of emergency. Tenant agrees that the Landlord shall have a key to the unit at all times and that Landlord may enter at will to check any part of this property.

A. Tenants must pass semi-annual property inspections with a checklist provided upon the inspection. Failure to handle minor up-keep, repairs or general practices of the renter regarding health, safety or well being, or to pass a property inspection will incur maintenance charges associated with corrections made.

**3. Return of Security Deposit:** Your security deposit will be returned to you after your lease has ended and if you have met the following conditions:

- a. You have vacated your Apartment and turned in all keys to the property;
- b. You have paid the rent due under the Lease;
- c. You have given us proper notice of your leaving;
- d. You have removed your personal property and have left the Apartment in good and clear order, except for ordinary wear and tear.
- e. Cleaning charges: If tenant fails to leave the apartment in clean condition, a cleaning charge of \$40.00 per room shall be applied against the security deposit. In addition, a cleaning charge of \$40.00 for the stove and \$40.00 for the refrigerator shall be applied against the security deposit if these appliances are not left in clean condition.
- f. Carpets: Tenant agrees to exercise diligent care and caution in the treatment and use of the carpets and will maintain and clean carpets as needed. The tenant agrees that they will be responsible for any damage to the carpeting.

\*If we retain some or all of your security deposit we will notify you, at the forwarding address you provide, of the reasons we withheld part or all of your security deposit. We will send you notice and/or return your security deposit within 30 days.

**B. Part B of this Lease sets forth your obligations as Resident:**

1. **Rent:** You agree to pay us rent in the amount set forth above. Rent must be paid on the **FIRST (1<sup>st</sup>)** day of each month.

Rent not paid by the **5<sup>th</sup>** of the month will be assessed a \$25 late fee. This fee shall be considered added rent. In the event that rent is still not received by the **15<sup>th</sup>** day of the month, another \$25 late fee will be assessed.

**\*\*Any and all payments received will be applied to the oldest past due amount first and will be considered back rent\*\***

**\*\*\*All rent and security deposit payments must be made by cash, check or money order. Rent must be paid at our address set forth on the first page of this lease.**

**\*\*A \$10 charge will be added for ANY personal rent pick-ups\*\*\***

**Other Charges:** The Tenant is subject to the charges listed below. These charges shall be considered added rent:

- a. The Tenant shall be charged \$35.00 by the Landlord for each returned check.
- b. Tenant is responsible to pay all fines charged by the City for the improper storage and/or disposal of Tenant's garbage and recycling.
- c. Tenants in single family homes, will be notified and charged for fines incurred by the City for tall grass, snow, etc.
- d. **Water:**
  1. The owner will pay the water bill on a **multi-family property**.
  2. **Single family homes:** The water bill will be paid on a monthly basis by the tenant to the landlord and is due at the same time as rent.
  3. **The water charge is \$ \_\_\_\_\_ /month. Once the first water bill is received by the owner, this amount can/will be modified based on the bill as added rent.**
- e. **Appliances** (If applicable): Appliances in the home before or upon move-in are the exclusive property of ROC Property Management. Tenant agrees to pay \$\_\_\_\_\_/month, **in addition to rent**, for the appliances. Non-payment of appliance fees will result in the removal of the appliances from the unit.

**\*\*Should the appliance malfunction or break during the rental, tenant is responsible for repair or replacement and ROC will then forego the monthly appliance charge, upon verification of replacement or removal\*\*\***

**\*\*\* A \$15 charge will be added as monthly rent for use of the washer/dryer hookups in ANY of our units\*\*\***
- f. **Keys:** Tenant will be charged a \$35.00 fee to change locks in the apartment for any reason, including loss of keys. If tenant loses keys or locks them in the unit and requests maintenance to let tenant in, tenant will be charged \$25.00. After the first occurrence, tenant will be charged a \$50.00 fee payable upon service.

Initial

2. **Pets:**  No Pets Allowed.  
 You have our permission to keep the following pet(s) in the Apartment:

Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
Weight: \_\_\_\_\_ lbs License #: \_\_\_\_\_

We have given you permission to keep only the pet(s) listed above and no others. Tenants with pets are required to pay a \$250.00 **non-refundable** pet deposit. Having an unauthorized pet is considered a default of this lease. If an unauthorized pet is found on the property a \$250.00 fee will be added as additional rent.

3. **Care of Living Unit:** Tenant shall not paint or make any alterations to the Property without written permission from the Landlord. Tenant agrees to maintain the apartment in a clean, reasonable, and habitable way. Tenant accepts as in good condition the premises, furnishings and fixtures therein, and agrees to pay for damages to same during tenancy. Tenant has 7 days after moving in to notify property manager of any item in need of repair, after which time the items are deemed accepted and the tenant is responsible.

- A. Drains/Waste Pipes – Are accepted as clear and working by the tenant. Any partial or complete stoppage, or any damage therefrom, occurring during tenancy, shall be repaired **at the expense of the tenant.**
- B. Windows/Screens etc – tenant agrees that glass, windows and screens are in good condition upon move in. Any damage shall be repaired **at the expense of the tenant.**
- C. Pest Control- Upon signing this lease, tenant agrees that the unit is free from pests, bugs, etc. ROC will NOT dispatch or employ services related to tenant caused pest issues after thirty (30) days. This, also, is the responsibility of the tenant(s).
- D. Light Bulbs, Batteries, Misc. Incidentals – Property Manager provides working smoke detectors, carbon monoxide alarms and light bulbs in permanent fixtures upon move-in. Tenant agrees that all fixtures therein are in good working order and agrees that tenant is responsible to pay for and replace batteries, faucet washers or bulbs at their own expense. .

4. **Parking:** If parking is available on the property, tenant agrees that, only licensed and registered vehicles will be permitted at or on the property. Shared driveways and parking shall be observed and respected by each tenant residing in the unit(s).

**\*\*NO PARKING ON GRASS WILL BE PERMITTED\*\***

- A. Garages- Tenant hereby agrees not to use, inhabit or store any personal items, property, or vehicles in the garage(s) without explicit written permission from the Property manager. In some cases, garages may be rented, by the tenant, on a monthly basis, and any charges for use will be added as additional monthly rent.

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5. **Repairs:** Tenant shall give Landlord prompt notice of needed repairs to the apartment. Plumbing leaks, failure of heating or hot water systems, and electrical malfunctions will be repaired within a reasonable time, after notice, by Property Manager. The tenant agrees that the Property Manager shall not be liable nor responsible for any damages suffered by the tenant due to any such mechanical failure or for any damages from fire, water or any other cause. \* A \$10 fee will be assessed as added rent if tenant is not home for any scheduled maintenance call.\*
6. **Objectionable Tenancies:** Under this lease, the tenant or their guests shall not use the premises in such a way as to disturb the quiet enjoyment and peace of any other Tenant or nearby resident. Indications of objectionable tenancy are included in the list below:
- a. Tenant or occupant has given false/incorrect information on the rental application.
  - b. Landlord may terminate tenancy for two late payments within a four month period.
  - c. More than three complaints in a one-month period concerning activities of Tenants or guests.
  - d. Tenant failure to allow Landlord to gain access to the property.
  - e. Tenant failure to take trash out for pick-up more than two times in a one-month period.
  - f. Storage of unlicensed vehicles without a permit and Landlord permission.
  - g. Failure to notify the Landlord of additional occupants within thirty days of their occupancy.
  - h. If tenant's behavior results in six or more public nuisance points and the problem is not cured, Landlord may terminate the lease. (Applicable to City of Rochester)
  - i. If Tenant fails to comply with the terms of this lease, Landlord will give written notice of default stating the type of violation(s) and ten days for curing (fixing) the violation(s). If Tenant does not cure the violation in the time stated or repeats the objectionable behavior, the Landlord may terminate the lease with no less than ten days notice. The Lease will end on the date given in our notice to you. On or before that date you must leave the Apartment and give use the keys or we will bring legal action against you.
7. **Termination of Tenancy:** You will be in default under this lease if you do any of the following:
- a. You fail to pay rent or additional rent on time more than two (2) times in a four (4) month period;
  - b. You have an unauthorized pet in the apartment;
  - c. Allow any of the preceding objectionable behaviors to occur.
  - d. Notwithstanding any other provisions of this lease, the Landlord may terminate this lease upon thirty days written notice to Tenant that the Premise has been sold.
  - e. Both the Tenant and Landlord may mutually consent to the termination of the lease.

Initial

8. **Notice to Vacate at End of Lease Term:** You must give us at least one (1) month written notice of your intention to vacate the Apartment at the end of the term. Notices you give us under this section are not effective until the first day of the following month.

*\*For each day that keys to the apartment are not turned in to the Landlord, tenant will be charged \$30.00 PER DAY usage fee, and this can and will be deducted from your security deposit.\**

9. **End of Lease Term:** Tenant will provide the Landlord with 30 days notice to vacate BEFORE the lease is up. You shall vacate the apartment at the end of the term of the lease. You must remove all items of personal property and leave the apartment in good and clean order, except for ordinary wear and tear. Failure to leave the apartment in good and clean order may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the apartment shall become our property after 30 days and we may dispose of that property at your cost.
10. **Enforcement of the Lease:** The acceptance of rent or failure to enforce any term in this lease is not a waiver of any of the Landlord's rights. If a term in this lease is illegal, the rest of the lease remains in full force.
11. **Survivorship of Lease:** The terms of this lease remain in full force as long as the Tenant resides in the premises even after expiration of the current lease or until a new lease is signed by the Landlord and Tenant. If, at the end of the lease period, no renewal is executed nor a notice to vacate is exchanged it will be presumed the renter will remain as the tenant and this lease will convert to **month-to-month** until a new lease is signed.
12. **Legal Expenses:** You will reimburse us for all our court costs and attorneys' fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with your obligations under this Lease). Such costs and fees will be considered additional rent.
13. **Attachments:** The following Attachment(s), when signed by Landlord and Tenant, shall become a part of this lease with the full force and effect of the fully executed lease.
- **Attachment 1:** Landlord shall disclose any knowledge about the presence of lead-based paint and lead-based paint hazards in the apartment and building.
  - **Attachment 2:** House Rules. Upon signing, tenant agrees to all house rules set and enforced therein.

Initials

**Tenant**

**Landlord/Agent**

\_\_\_\_\_  
Tenant Name                      Date

\_\_\_\_\_  
Tenant Name                      Date

\_\_\_\_\_  
Date